

GEOFFREY S. BERMAN  
United States Attorney for the  
Southern District of New York  
Attorney for Defendant  
By: ALLISON M. ROVNER  
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New York, New York 10007  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROBERTA M. CHIASCIONE,

Defendant.

**COMPLAINT**

19 Civ. 3797

Plaintiff United States of America (the “United States”), by its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Roberta M. Chiascione (“Defendant”) resides at 55 Hughes Terrace, Yonkers, New York 10701, within the Southern District of New York.
3. Defendant applied for and received five Health Education Assistance Loans (“HEAL”), *see* 42 U.S.C. § 292 *et seq.*, from the lender whose name is set out in the promissory notes Defendant executed evidencing the loans, copies of which are annexed hereto as Exhibit A and incorporated herein.

4. Defendant defaulted on said notes.
5. The lender filed an insurance claim with the United States for the amount of the lender's loss arising from Defendant's default on said notes. The United States paid the lender's claim.
6. The United States is the assignee and present holder of the promissory notes.
7. The United States made numerous demands on Defendant for payment of the indebtedness.
8. To date, Defendant has not made any payments to the United States or entered into an acceptable repayment agreement.
9. The amount due and owing the United States by Defendant on said notes as of February 5, 2019, is \$145,972.96 (principal in the amount of \$142,311.84, plus interest in the amount of \$3,661.12), with interest accruing at a rate of 5.5 percent per annum and \$21.44 per day. A Certificate of Indebtedness from the Department of Health & Human Services is annexed hereto as Exhibit B and incorporated herein.

WHEREFORE, the United States demands judgment against Plaintiff in the amount of \$145,972.96 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
April 29, 2019

GEOFFREY S. BERMAN  
United States Attorney for the  
Southern District of New York  
Attorney for Plaintiff

By:

  
ALLISON M. ROVNER  
Assistant United States Attorney  
86 Chambers Street, 3rd floor  
New York, New York 10007  
Telephone: (212) 637-2691  
Fax: (212) 637-2750  
Email: allison.rovner@usdoj.gov

Loan # 11702

U.S. DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH SERVICES ADMINISTRATION

**HEALTH EDUCATION ASSISTANCE LOAN PROGRAM**  
(42 U.S.C. 294-294q)

**PROMISSORY NOTE**

(VARIABLE RATE)

When you receive the loan disbursement check for endorsement, you will be provided notice of the amount financed (the loan amount less the insurance premium), the pre-paid finance charge (the insurance premium), and the annual percentage rate (APR) for the initial quarter. You are not contractually obligated on the loan if the disbursement check is not endorsed.

**PROMISE TO PAY**

I, Roberta M. Chiascione, the borrower, promise to pay to First American Bank, N.A., Washington, D.C. (the lender), or the subsequent holder of this Note, the principal sum of \$10,000.00 to the extent it is advanced to me, to pay interest on the principal sum as set out below and to pay authorized late charges, all reasonable attorney's fees, and other costs and charges that are permitted by Federal regulations and are necessary for the collection of any amount not paid when due.

The lender and I further understand and agree that:

**INTEREST**

- Beginning on the day the loan is disbursed and ending when the repayment period commences, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be postponed until the date upon which repayment of principal is required to begin or to resume; interest which has accrued and is not paid may be added to the principal sum of this Note more frequently than every six (6) months. Beginning when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the lender shall establish and provide to me.
- Interest shall accrue and be payable at an ANNUAL PERCENTAGE RATE which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter, plus 3.5 percent, rounding this figure up to the nearest 1/8 of 1 percent.
- Any change in the ANNUAL PERCENTAGE RATE will affect the payment amounts, the number of payments, or the amount due at maturity.

**INSURANCE PREMIUM**

I agree to pay the lender, in addition to interest and principal due, an amount equal to the premium that the lender is required to pay to the Secretary in order to provide insurance coverage on this Note. Payment of an insurance premium calculated in accordance with instructions issued by the Secretary shall be due and payable immediately and may be taken by the lender from the loan proceeds.

**REPAYMENT**

- Repayment shall be made in periodic installments over a repayment period which starts the first day of the tenth month after the month in which I cease to be a full-time student at a HEAL school. However, if I become an intern or resident in an accredited program before that date, then the repayment period begins the first day of the tenth month after the month in which I cease to be an intern or resident.
- The repayment period shall not be less than 10 years nor more than 25 years. In no event, however, shall the repayment period extend to a date that is more than 33 years from the date on which I signed this Promissory Note. Any period described under DEFERMENT shall not be included in determining the 10, 25, or 33 year periods.
- The terms and conditions of repayment shall be set forth in a separate Repayment Schedule which the lender shall establish and shall provide me prior to the beginning of the repayment period.
- I shall make a minimum annual repayment of at least \$600 or an amount equal to the annual interest on the unpaid principal balance, whichever is greater. If I have other outstanding HEAL loans, my annual repayment will be based on the total amount of all outstanding HEAL loans.

**GENERAL**

The terms of this Note shall be construed according to the Law (42 U.S.C. 294-294q) and the Federal regulation (42 CFR Part 60) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the holder of this Note.

I shall promptly notify the lender or any other holder of this Note in writing, of any change of name, address, school enrollment status or any other event described in paragraph 3 of the Borrower's Responsibilities as found on the reverse side of this Note.

I agree that all proceeds from this loan will be used solely for tuition and other reasonable educational and living expenses, including room and board, fees, books, supplies and equipment, laboratory expenses, transportation and commuting costs, personal expenses, the HEAL insurance premium, and interest on HEAL loans.

I have read and understand the Statement of Rights and Responsibilities printed on the reverse side of this form.

Roberta M. Chiascione  
SIGNATURE OF BORROWER

55 Hughes Terr. Yonkers, N.Y. Aug. 12, 1982

ADDRESS

DATE

SIGNATURE OF BORROWER

ADDRESS

DATE

\*NOTICE: This Note shall be executed without security and without endorsement, except that, if the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note. The lender shall supply a copy of this Note to the borrower.

**STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES****BORROWER'S RIGHTS**

MAY 1974 AND BORROWER'S RIGHTS AND RESPONSIBILITIES

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1. The loan check or draft must be made payable to me or if authorized by me — jointly to me and the school. The check or draft must require my endorsement.
2. The lender must provide me with a copy of the completed promissory note when the loan is made. The lender must return the note to me when the loan is paid in full.
3. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the new holder.
4. I have a right to a 9-month "grace period" before repayment begins after I have completed school attendance (and internship and residency in an accredited program, if started before the first day of the tenth month after I ceased to be a full-time student at a HEAL school).
5. I have a right to prepay the whole or any portion of the loan at any time without a penalty.
6. I have a right to deferment of principal and interest repayments if certain conditions exist. Under deferment, I am not required to make payments on the loan principal or interest for a period of time. The conditions that qualify me for a deferment are listed under DEFERMENT on the promissory note.
7. The lender will provide me with a repayment schedule before the repayment period begins.
8. My loan obligation will be cancelled in the event of my death or permanent and total disability, in accordance with applicable Federal regulations.
9. At the option of the Federal Government, I may apply for a special contract to have my loan fully or partially repaid by serving for at least two years in the National Health Service Corps or in a health manpower shortage area identified by the Secretary of H.H.S. I understand that a contract may be granted depending on the availability of positions in shortage areas and the availability of Federal funds appropriated for this purpose.
10. The lender cannot change the terms of my HEAL loan without my consent.

**BORROWER'S RESPONSIBILITIES**

1. I understand that there is no interest subsidy on a HEAL loan and that I must pay all interest on the loan. If I do not make payments on time or if I default, the total amount to be repaid may be increased by additional interest costs, late charges, attorney's fees, court costs and other collection costs.
2. I understand that the lender may charge me an insurance premium and that I will not be entitled to any refund of this premium.
3. I must immediately notify the lender if any of the following occurs before the loan is repaid:
  - a. change of address
  - b. name-change (e.g., maiden name to married name)
  - c. failure to enroll in a HEAL school for the period for which the loan is intended
  - d. transfer to another school
  - e. withdrawal from school or attendance on a less than full-time basis
  - f. graduation
  - g. cessation of participation in an internship/residency program or other eligible deferment status
4. I must repay the loan in accordance with a repayment schedule. More detailed information about the repayment terms is listed under REPAYMENT on the promissory note.
5. I must notify the lender of any occurrence which may affect my eligibility to receive or to continue to receive a deferment of principal and interest payments.
6. I understand that this loan must be paid. If I do not make payments when due, the lender may declare my loan in default. If I default, the Federal Government will take over my loan and I will then owe the Government. My default may result in court action to force me to pay. Federal law precludes me from discharging this loan in bankruptcy until after the first five years of the repayment period.
7. I understand that I cannot sell the proceeds of my HEAL loan for tuition and other reasonable educational and living expenses.

ALL RIGHT, TITLE AND INTEREST OF  
UNDERSIGNED IS HEREBY ASSIGNED  
(WITHOUT WARRANTY, EXCEPT THE NOTE)  
TO: THE UNITED STATES OF AMERICA  
QUALIFIES FOR INSURANCE  
TO: SALLIE MAE INC.  
AUTHORIZED SERVICING AGENT FOR  
HEAL EDUCATION LOAN CORPORATION  
BY: *[Signature]*

*All right, title and interest of the undersigned to  
note qualify for HEAL ELC to the United States  
of America*  
*By: [Signature]*  
*James A. [Signature]*

BILL OF SALE AND BLANKET ENDORSEMENT

The undersigned Seller sells and assigns to HICA Education Loan Corporation ("Purchaser") and its successors and assigns all of Seller's rights, title, and insurance interest in the portfolio of Loans described in the attached Final Loan Transmittal Form. This sale is for value received and is in accordance with the terms and conditions of Loan Sale Agreement Dated November 24, 2003(the "Agreement").

The Seller, by execution of this instrument, hereby endorses the attached promissory note, which is one of the promissory notes ("the Notes") described in the attached Final Loan Transmittal Form. If the Note is a Master Promissory Note, the undersigned endorses such Master Promissory Note only to the extent it evidences particular loans that are described in such Bill of Sale. This endorsement is in blank, unrestricted form and without recourse except as provided in the repurchase section of the Master Terms referred to in t applicable Loan Sale Agreement between Seller and Purchaser. If any of the Loans were made under a Master Promissory Note, this sale excludes an assignment of any right to offer, future loans under such Master Promissory Note.

This endorsement may be effected by attaching either this instrument or a facsimile each or any of the Notes.

SELLER  
Student Loan Marketing Association  
11600 Sallie Mae Drive  
Reston VA 20193

By: Sallie Mae, Inc.,  
Authorized Agent

By:  
(Signature of Authorized  
Signatory)

Name: Karen K. Knoche  
Manager  
Title: Loan Acquisitions and Conversions

OE Number(s)/Branch Code(s):

899986/0000,1000,9800

PURCHASER  
HICA Education Loan Corporation  
3900 West Technology Circle  
Suite 7  
Sioux Falls, SD 57106

By:  
(Signature of Authorized  
Signatory)

Name: Karen K. Knoche  
Manager  
Title: Loan Acquisitions and Conversions

Date of Purchase: 11/24/2003

SALLIE MAE TO HICA EDUCATION LOAN CORPORATION LSAI

- 1 -

THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT

G. 30/2 180

BLANKET ENDORSEMENT

9. 8. 6

The undersigned ("Seller"), by execution of this instrument, hereby endorses the attached promissory note which is one of the promissory notes ("the Notes") described in the Bill of Sale executed by Seller in favor of the Student Loan Marketing Association ("Purchaser"). This endorsement is in blank, unrestricted form and without recourse except as provided in paragraph 10 of the Commitment and Loan Sale Agreement for GSL loans dated January 1, 1987 between Seller and Purchaser.

This endorsement may be effected by attaching either this instrument or a facsimile hereof to each or any of the Notes.

First American Bank

(Signature of Officer)

Linda T. Frece  
Vice President

(Title of Officer)

## STUDENT APPLICATION FOR A LTH EDUCATION ASSISTANCE LOAN

FOR OFFICE USE ONLY

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines and imprisonment under the U.S. Criminal Code.

SECTION I - TO BE COMPLETED BY STUDENT **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

1. LAST NAME, FIRST NAME, MIDDLE INITIAL <b>CHIASCIONE, Roberta M.</b>	2. SOCIAL SECURITY NUMBER [REDACTED]	3. BIRTHDAY MONTH/DAY/YEAR [REDACTED]		
4. PERMANENT HOME RESIDENCE ADDRESS <i>(street)</i> <b>65 Hughes Terrace</b>	CITY <b>Yonkers</b>	STATE <b>N.Y.</b>	ZIP CODE <b>10701</b>	AREA CODE/TELEPHONE NUMBER <b>914-965-1219</b>
5. TEMPORARY SCHOOL RESIDENCE ADDRESS <i>(street)</i> <b>2201 L St. N.W. #415</b>	CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20037</b>	AREA CODE/TELEPHONE NUMBER <b>202-466-3155</b>
6. U.S. CITIZEN OR NATIONAL (1) YES <input checked="" type="checkbox"/> (2) NO <input type="checkbox"/>	7. LEGAL STATE RESIDENCE <b>New York</b>	9. PERIOD OF LOAN (1) FROM <b>8/28/84</b>	10. AMOUNT REQUESTED <b>RMC</b> <b>\$7,500</b>	
IF NO, GIVE I-94 AUTHORITY	8. MAJOR COURSE OF STUDY <b>Medicine</b>	(2) TO <b>5/24/85</b>	\$ <b>5000</b>	

11. I, THE BORROWER, CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE I FURTHER CERTIFY THAT THE PROCEEDS OF ANY LOAN MADE AS A RESULT OF THIS APPLICATION WILL BE USED FOR EDUCATIONAL PURPOSES AT THE INSTITUTION NAMED ON THIS FORM. I HEREBY AUTHORIZE THE EDUCATIONAL INSTITUTION TO MAKE REFUNDS DUE ME TO THE LENDING INSTITUTION IN ORDER TO REDUCE MY LOAN OBLIGATIONS. I AGREE THAT THE LOAN CHECK MAY BE MADE JOINTLY PAYABLE TO ME AND MY HEAL SCHOOL.

SIGNATURE OF APPLICANT

*Roberta M. Chiascione*

DATE

*1/9/85***STOP - APPLICANT MUST COMPLETE INFORMATION ON P.2 BEFORE APPLICATION CAN BE PROCESSED.**SECTION II - TO BE COMPLETED BY THE EDUCATIONAL INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

12. NAME OF EDUCATIONAL INSTITUTION <b>George Washington University School of Medicine and Health Sciences</b>	13. ENTITY NUMBER <b>1530190584-A1</b>	14. SCHOOL CODE <b>024517</b>
ADDRESS <b>2300 Eye Street, N.W. Room 713</b>	15. ACADEMIC YEAR MONTH/DAY/YEAR (1) FROM <b>8/30/84</b>	16. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>8/30/84</b>
CITY <b>Washington, DC 20037</b>	(2) TO <b>5/24/85</b>	(2) TO <b>5/24/85</b>
AREA CODE/TELEPHONE NUMBER <b>020-676-2960</b>	17. STUDENT I.D. NUMBER <b>487170</b>	18. ANTICIPATED DATE OF GRADUATION <b>May 1985</b>
19. I HEREBY CERTIFY THAT THE ABOVE STUDENT MEETS THE ELIGIBILITY REQUIREMENTS LISTED IN SECTION 60.5 OF THE HEAL REGULATIONS. (42 CFR 60.5)	20. ESTIMATED COSTS OF EDUCATION FOR LOAN PERIOD TUITION AND FEES <b>\$ 17050</b> OTHER <b>\$ 11,150</b> TOTAL <b>\$ 26,200</b>	21. FINANCIAL AID AWARDED FOR LOAN PERIOD EDUCATIONAL LOANS <b>\$ 15000</b> SCHOLARSHIPS AND GRANTS <b>\$ 0</b> OTHER <b>\$ 0</b> TOTAL <b>\$ 15000</b>
SIGNATURE OF AUTHORIZING OFFICIAL <i>[Signature]</i>	NAME AND TITLE <b>Sean Sullivan Financial Aid Counselor</b>	DATE <b>January 18, 1985</b>

SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

23. NAME OF LENDING INSTITUTION <b>First American Bank, N.A.</b>	24. ENTITY NUMBER [REDACTED]	25. LENDER CODE <b>826145</b>
ADDRESS <b>740 15th Street, N.W.</b>	26. AREA CODE/TELEPHONE NUMBER <b>703-385-8502</b>	27. AMOUNT LENDER APPROVES \$ <b>7,500</b>
CITY <b>Washington, D.C. 20005</b>		

**STOP - REVIEW TOTAL APPLICATION BEFORE PROCESSING**

28. SIGNATURE OF AUTHORIZED LENDING OFFICIAL <i>[Signature]</i>	PRINT OR TYPE NAME AND TITLE <b>Milka Metz, Asst. Acc't Rep.</b>	DATE <b>02/13/85</b>
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## APPLICANT'S BACKGROUND INFORMATION

(This portion must be completed before processing)

29. INDICATE NAMES OF PARENTS (or guardians) OR, IF DECEASED, NEAREST LIVING RELATIVE OTHER THAN SPOUSE OR SPOUSE'S PARENTS

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO. (Include area code) [REDACTED]
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30. INDICATE NAME OF NEAREST LIVING ADULT RELATIVE OTHER THAN PERSONS LISTED ABOVE. IF THIS IS NOT POSSIBLE, INDICATE THE NAME OF ANOTHER EMPLOYED ADULT WHO KNOWS YOU.

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO (Include area code) [REDACTED]
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31. LIST ALL INDEBTEDNESS OF \$100 OR MORE

ALL HEAL STUDENT LOANS NAME OF LENDER	SCHOOL PERIOD		DATE OF LOAN	UNPAID BALANCE
	BEGINNING	ENDING		
First American Bank, NA Washington, D.C.	9/82	6/83	8/12/82	\$ 10,000 - \$
First American Bank, NA Washington D.C.	9/83	1/84	9/1/83	\$ 10,000 - \$
First American Bank, NA Washington D.C.	1/84	6/84	2/21/84	\$ 10,000 - \$

  

OTHER DEBTS AND OTHER EDUCATIONAL LOANS NAME OF LENDER	DATE OF LOAN	UNPAID BALANCE
NYSHESC - GSL loan - Chemical Bank	5/1/81	\$ 7500 - \$
NYSHESC - GSL loan - Chemical Bank	10/7/82	\$ 5000 - \$
NYSHESC - GSL loan - Chemical Bank	9/79	\$ 5000 - \$
NYSHESC - GSL loan - Chemical Bank	5/31/84	\$ 5000 -

ADDITIONAL INFORMATION (If necessary)

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH SERVICES ADMINISTRATION  
HEALTH EDUCATION ASSISTANCE LOAN PROGRAM  
442 U.S.C. 294-294l

**PROMISSORY NOTE**

(VARIABLE RATE)

When you receive the loan disbursement check for endorsement, you will be provided notice of the amount financed (the loan amount less the insurance premium), the pre-paid finance charge (the insurance premium) and the annual percentage rate (APR) for the initial quarter. You are not contractually obligated on the loan if the disbursement check is not endorsed.

**PROMISE TO PAY**

I, Roberta M. Chiascione \_\_\_\_\_, the borrower, promise to pay to First American Bank, N.A., Washington, D.C. (the lender), or the subsequent holder of this Note, the principal sum of \$10,000.00 to the extent it is advanced to me, to pay interest on the principal sum as set out below and to pay authorized late charges, all reasonable attorney's fees, and other costs and charges that are permitted by Federal regulations and are necessary for the collection of any amount not paid when due.

**The lender and I further understand and agree that:****INTEREST**

- Beginning on the day the loan is disbursed and ending when the repayment period commences, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be postponed until the date upon which repayment of principal is required to begin or resume; interest which has accrued and is not paid may be added to the principal sum of this Note more frequently than every six (6) months. Beginning when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the lender shall establish and provide to me.
- Interest shall accrue and be payable at an ANNUAL PERCENTAGE RATE which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter, plus 3.5 percent, rounding this figure up to the nearest 1/8 of 1 percent.
- Any change in the ANNUAL PERCENTAGE RATE will affect the payment amounts of number of payments, or the amount due at maturity.

**INSURANCE PREMIUM**

I agree to pay the lender, in addition to interest and principal due, an amount equal to the premium that the lender is required to pay to the Secretary in order to provide insurance coverage on this Note. Payment of an insurance premium calculated in accordance with instructions issued by the Secretary shall be due and payable immediately and may be taken by the lender from the loan proceeds.

**REPAYMENT**

- Repayment shall be made in periodic installments over a repayment period which starts the first day of the tenth month after the month in which I cease to be a full-time student at a HEAL school. However, if I become an intern or resident in an accredited program before that date, then the repayment period begins the first day of the tenth month after the month in which I cease to be an intern or resident.
- The repayment period shall not be less than 10 years nor more than 25 years. In no event, however, shall the repayment period extend to a date that is more than 33 years from the date on which I signed this Promissory Note. Any period described under DEFERMENT shall not be included in determining the 10, 25, or 33 year periods.
- The terms and conditions of repayment shall be set forth in a separate Repayment Schedule which the lender shall establish and shall provide me prior to the beginning of the repayment period.

- I shall make a minimum annual repayment of at least \$600 or an amount equal to the annual interest on the unpaid principal balance, whichever is greater. If I have other outstanding HEAL

**GENERAL**

The terms of this Note shall be construed according to the Law (42 U.S.C. 294-294l) and the Federal regulation (42 CFR Part 60) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the holder of this Note.

I shall promptly notify the lender or any other holder of this Note in writing, of any change of name, address, school enrollment status or any other event described in paragraph 3 of the Borrower's Responsibilities as found on the reverse side of this Note.

I agree that all proceeds from this loan will be used solely for tuition and other reasonable educational and living expenses, including room and board, fees, books, supplies and equipment, laboratory expenses, transportation and commuting costs, personal expenses, the HEAL insurance premium, and interest on HEAL loans.

I have read and understand the Statement of Rights and Responsibilities printed on the reverse side of this form.

loan, the sum of all payments to all holders of my HEAL loan shall not be less than \$600 or an amount equal to the consolidated interest on the unpaid principal balances, whichever is greater. However, the \$600 rule does not apply if it would result in my repaying a HEAL loan in less than 10 years.

**PREPAYMENT**

I may, at my option and without penalty, prepay all or any part of this loan (principal or accrued interest) at any time, in the event of such prepayment, I shall be entitled to a rebate of unearned interest computed by [ ] the Sum of the Digits Formula (Rule of 78ths), or [ ] other identifier: N/A (Not to be completed if simple interest is computed on a daily basis)

**DEFERMENT**

Periodic installments of principal and interest need not be paid, but interest shall accrue.

- When I am carrying a full-time course of study at a HEAL school or at an institution of higher education participating in the Guaranteed Student Loan Program, and

- Not in excess of three years for each of the following when I am:

- A member of the Armed Forces of the United States,
- In service as a volunteer under the Peace Corps Act,
- In service as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973, and
- A member of the National Health Service Corps.

- Not in excess of four years when I am a participant in an accredited internship or residency program.

**LATE CHARGES**

I may be assessed a late charge of five percent of the installment payment or \$5.00, whichever is less, on any payment made later than 10 days after the due date.

**DEATH/DISABILITY**

If I die or become totally and permanently disabled, my unpaid indebtedness on this Note shall be cancelled in accordance with applicable Federal regulations.

**DEFAULT**

In the event of my default on this loan, the entire unpaid loan including interest due and accrued shall, at the option of the holder of this Note, become immediately due and payable.

Roberta M. Chiascione

SIGNATURE OF BORROWER

Roberta M. Chiascione

SIGNATURE OF BORROWER

2201 L St. N.W., Washington DC 8/5/83

ADDRESS DATE

2201 L St. N.W., Washington, D.C. 8/5/83

ADDRESS DATE

\*NOTICE: This Note shall be executed without security and without endorsement, except that, if the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note. The lender shall supply a copy of this Note to the borrower.

(NOVEMBER 1982)

(WHITE) SALLIE MAE COPY (YELLOW) SCHOOL COPY (PINK) STUDENT COPY

## STATEMENT OF BORROWER RIGHTS AND RESPONSIBILITIES

## BORROWER'S RIGHTS

0 0 0 2 1 4 7 7 4 0 4

1. The loan check or draft must be made payable to me or if authorized by me — jointly to me and the school. The check or draft must require my endorsement.
2. The lender must provide me with a copy of the completed promissory note when the loan is made. The lender must return the note to me when the loan is paid in full.
3. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the new holder.
4. I have a right to a 9-month "grace period" before repayment begins after I have completed school attendance (and internship and residency in an accredited program, if started before the first day of the tenth month after I ceased to be a full-time student at a HEAL school).
5. I have a right to prepay the whole or any portion of the loan at any time without a penalty.
6. I have a right to deferment of principal and interest repayments if certain conditions exist. Under deferment, I am not required to make payments on the loan principal or interest for a period of time. The conditions that qualify me for a deferment are listed under DEFERMENT on the promissory note.
7. The lender will provide me with a repayment schedule before the repayment period begins.
8. My loan obligation will be cancelled in the event of my death or permanent and total disability in accordance with applicable Federal regulations.
9. At the option of the Federal Government, I may apply for a special contract to have my loan fully or partially repaid by serving for at least two years in the National Health Service Corps or in a health manpower shortage area identified by the Secretary of H.H.S. I understand that a contract may be granted depending on the availability of positions in shortage areas and the availability of Federal funds appropriated for this purpose.
10. The lender cannot change the terms of my HEAL loan without my consent.

## BORROWER'S RESPONSIBILITIES

1. I understand that there is no interest subsidy on a HEAL loan and that I must pay all interest on the loan. If I do not make payments on time or if I default, the total amount to be repaid may be increased by additional interest costs, late charges, attorney's fees, court costs and other collection costs.
2. I understand that the lender may charge me an insurance premium and that I will not be entitled to any refund of this premium.
3. I must immediately notify the lender if any of the following occurs before the loan is repaid:
  - a. change of address
  - b. name change (e.g., maiden name to married name)
  - c. failure to enroll in a HEAL school for the period for which the loan is intended
  - d. transfer to another school
  - e. withdrawal from school or attendance on a less than full-time basis
  - f. graduation
  - g. cessation of participation in an internship/residency program or other eligible deferment status.
4. I must repay the loan in accordance with a repayment schedule. More detailed information about the repayment terms is listed under REPAYMENT on the promissory note.
5. I must notify the lender of any occurrence which may affect my eligibility to receive or to continue to receive a deferment of principal and interest payments.
6. I understand that this loan must be paid. If I do not make payments when due, the lender may declare my loan in default. If I default, the Federal Government will take over my loan and I will then owe the Government. My default may result in court action to force me to pay. Federal law precludes me from discharging this loan in bankruptcy until after the first five years of the repayment period.
7. I understand that I can only use the proceeds of my HEAL loan for tuition and other reasonable educational and living expenses.

ALL RIGHT, TITLE AND INTEREST OF THE  
UNDERSIGNED IS HEREBY ASSIGNED TO THE  
(WITHOUT WARRANTY, EXCEPT THE NOTE)  
QUALIFIES FOR INSURANCE  
TO: THE UNITED STATES OF AMERICA

SALLIE MAE INC.  
AUTHORIZED SERVICING AGENT FOR  
HIGA EDUCATION LOAN CORPORATION  
BY: *Deanne L. Hayes* 4/23/01

All right, title and interest of the undersigned  
hereby assigned (without warranty, except the note)  
note qualifies for insurance to the United States  
of America.

By

*Deanne Hayes* 4/24/01  
Claims Analyst

BILL OF SALE AND BLANKET ENDORSEMENT

The undersigned Seller sells and assigns to HICA Education Loan Corporation ("Purchaser") and its successors and assigns all of Seller's rights, title, and insurance interest in the portfolio of Loans described in the attached Final Loan Transmittal Form. This sale is for value received and is in accordance with the terms and conditions of Loan Sale Agreement Dated November 24, 2003(the "Agreement").

The Seller, by execution of this instrument, hereby endorses the attached promissory note, which is one of the promissory notes ("the Notes") described in the attached Final Loan Transmittal Form. If the Note is a Master Promissory Note, the undersigned endorses such Master Promissory Note only to the extent it evidences particular loans that are described in such Bill of Sale. This endorsement is in blank, unrestricted form and without recourse except as provided in the repurchase section of the Master Terms referred to in applicable Loan Sale Agreement between Seller and Purchaser. If any of the Loans were made under a Master Promissory Note, this sale excludes an assignment of any right to offer, future loans under such Master Promissory Note.

This endorsement may be effected by attaching either this instrument or a facsimile of each or any of the Notes.

SELLER  
Student Loan Marketing Association  
11600 Sallie Mae Drive  
Reston VA, 20193

By: Sallie Mae, Inc.,  
Authorized Agent

By: ~~(Signature of Authorized Signatory)~~

Name: Karen K. Knoche  
Manager

Title: Loan Acquisitions and Conversions

OE Number(s)/Branch Code(s):

899986/0000, 1000, 9800

PURCHASER  
HICA Education Loan Corporation  
3900 West Technology Circle  
Suite 711  
Sioux Falls, SD 57106

By: ~~(Signature of Authorized Signatory)~~

Name: Karen K. Knoche

Manager

Title: Loan Acquisitions and Conversions

Date of Purchase: 11/24/2003

G. 3872 180

BLANKET ENDORSEMENT

9. 8. 6

The undersigned ("Seller"), by execution of this instrument, hereby endorses the attached promissory note which is one of the promissory notes ("the Notes") described in the Bill of Sale executed by Seller in favor of the Student Loan Marketing Association ("Purchaser"). This endorsement is in blank, unrestricted form and without recourse except as provided in paragraph 10 of the Commitment and Loan Sale Agreement for GSL loans dated January 1, 1987 between Seller and Purchaser.

This endorsement may be effected by attaching either this instrument or a facsimile hereof to each or any of the Notes.

First American Bank

-----  
(Signature of Officer)

Linda L. Frecc  
Vice President

-----  
(Title of Officer)

## STUDENT APPLICATION FOR A STUDENT EDUCATION ASSISTANCE LOAN

FOR OE USE ONLY

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines and imprisonment under the U.S. Criminal Code.

SECTION I - TO BE COMPLETED BY STUDENT **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

1. LAST NAME; FIRST NAME, MIDDLE INITIAL <b>CHIASCIONE Roberta M.</b>	2. SOCIAL SECURITY NUMBER [REDACTED]	3. BIRTHDAY MONTH/DAY/YEAR [REDACTED]	
4. PERMANENT HOME RESIDENCE ADDRESS (street) <b>55 Hughes Terrace</b>	CITY <b>Yonkers, N.Y.</b>	STATE ZIP CODE <b>10701</b>	AREA CODE/TELEPHONE NUMBER <b>914-965-1219</b>
5. TEMPORARY SCHOOL RESIDENCE ADDRESS (street) <b>2201 L St. N.W. #415</b>	CITY <b>Washington, D.C.</b>	STATE ZIP CODE <b>20037</b>	AREA CODE/TELEPHONE NUMBER <b>202-466-3155</b>
6. U.S. CITIZEN OR NATIONAL (1) YES <input checked="" type="checkbox"/> (2) NO <input type="checkbox"/>	7. LEGAL STATE RESIDENCE <b>New York</b>	9. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>9/1/83</b>	10. AMOUNT REQUESTED <b>MR 10,000.00</b>
IF NO, GIVE I-94 AUTHORITY	8. MAJOR COURSE OF STUDY <b>Medicine</b>	(2) TO <b>6/22/84</b>	\$ <b>10,000.00</b>

11. I, THE BORROWER, CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE I FURTHER CERTIFY THAT THE PROCEEDS OF ANY LOAN MADE AS A RESULT OF THIS APPLICATION WILL BE USED FOR EDUCATIONAL PURPOSES AT THE INSTITUTION NAMED ON THIS FORM. I HEREBY AUTHORIZE THE EDUCATIONAL INSTITUTION TO MAKE REFUNDS DUE ME TO THE LENDING INSTITUTION IN ORDER TO REDUCE MY LOAN OBLIGATIONS. I AGREE THAT THE LOAN CHECK MAY BE MADE JOINTLY PAYABLE TO ME AND MY HEAL SCHOOL.

SIGNATURE OF APPLICANT

**Robert M. Chiascione**

DATE

**7/11/83**

STOP - APPLICANT MUST COMPLETE INFORMATION ON P.2 BEFORE APPLICATION CAN BE PROCESSED.

SECTION II - TO BE COMPLETED BY THE EDUCATIONAL INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

12. NAME OF EDUCATIONAL INSTITUTION <b>George Washington University School of Medicine &amp; Health Sciences</b>	13. ENTITY NUMBER <b>1-536196584-A1</b>	14. SCHOOL CODE <b>024517</b>
ADDRESS <b>2300 Eye St. N.W. #713</b>	15. ACADEMIC YEAR MONTH/DAY/YEAR (1) FROM <b>7/15/83</b>	16. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>9/1/83</b>
CITY <b>Washington D.C.</b>	(2) TO <b>6/22/84</b>	(2) TO <b>6/22/84</b>
AREA CODE/TELEPHONE NUMBER <b>202-767-2960</b>	17. STUDENT I.D. NUMBER <b>487176</b>	18. ANTICIPATED DATE OF GRADUATION <b>5/85</b>
19. I HEREBY CERTIFY THAT THE ABOVE STUDENT MEETS THE ELIGIBILITY REQUIREMENTS LISTED IN SECTION 60.5 OF THE HEAL REGULATIONS. (42 CFR 60.5)	20. ESTIMATED COSTS OF EDUCATION FOR LOAN PERIOD TUITION AND FEES <b>\$ 17,150</b> OTHER <b>\$ 10,500</b> TOTAL <b>\$ 27,650</b>	21. FINANCIAL AID AWARDED FOR LOAN PERIOD EDUCATIONAL LOANS <b>\$ 5,000</b> SCHOLARSHIPS AND GRANTS <b>\$ 0</b> OTHER <b>\$ 0</b> TOTAL <b>\$ 5,000</b>
	22. NET COST OF EDUCATION (Item 20 less Item 21)	\$ <b>22,650</b>

SIGNATURE OF AUTHORIZING OFFICIAL

NAME AND TITLE **Melissa Fouchard**

DATE

**7-19-83**SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

23. NAME OF LENDING INSTITUTION <b>First American Bank, N.A.</b>	24. ENTITY NUMBER [REDACTED]	25. LENDER CODE <b>826145</b>
ADDRESS <b>740 15th Street, N.W.</b>	26. AREA CODE/TELEPHONE NUMBER <b>703-385-4777</b>	27. AMOUNT LENDER APPROVES <b>\$ 10,000</b>
CITY <b>Washington, D.C.</b>	ZIP CODE <b>20005</b>	

STOP - REVIEW TOTAL APPLICATION BEFORE PROCESSING

28. SIGNATURE OF AUTHORIZED LENDING OFFICIAL <b>Anthony C. LaRe</b>	PRINT OR TYPE NAME AND TITLE <b>Acc't Rep.</b>	DATE <b>9-1-83</b>
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**APPLICANT'S BACKGROUND INFORMATION**  
*(This portion must be completed before processing)*

29. INDICATE NAMES OF PARENTS (or guardians) OR, IF DECEASED, NEAREST LIVING RELATIVE OTHER THAN SPOUSE OR SPOUSE'S PARENTS

<b>NAMES</b>	<b>ADDRESS</b> <i>(Include number, street, city, State and ZIP code)</i>	<b>TELEPHONE NO.</b> <i>(Include area code)</i>
[REDACTED]	[REDACTED]	[REDACTED]

30. INDICATE NAME OF NEAREST LIVING ADULT RELATIVE OTHER THAN PERSONS LISTED ABOVE. IF THIS IS NOT POSSIBLE, INDICATE THE NAME OF ANOTHER EMPLOYED ADULT WHO KNOWS YOU.

<b>NAMES</b> 	<b>ADDRESS</b> <i>(Include number, street, city, State and ZIP code)</i> 	<b>TELEPHONE NO</b> <i>(Include area code)</i> 
---	--	---

**31. LIST ALL INDEBTEDNESS OF \$100 OR MORE**

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**ADDITIONAL INFORMATION (If necessary)**

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**PROMISSORY NOTE**

(VARIABLE RATE)

When you receive the loan disbursement check for endorsement, you will be provided notice of the amount financed (the loan amount less the insurance premium), the pre-paid finance charge (the insurance premium), and the annual percentage rate (APR) for the initial quarter. You are not contractually obligated on the loan if the disbursement check is not endorsed.

**PROMISE TO PAY**

I, Robert M. Chiascione, the borrower, promise to pay to **First American Bank, N.A., Washington, D.C.** (the lender),  
Name of borrower  
or the subsequent holder of this Note, the principal sum of \$10,000.00 to the extent it is advanced to me, to pay interest on the principal  
Principal sum  
sum as set out below and to pay authorized late charges, all reasonable attorney's fees, and other costs and charges that are permitted by Federal  
regulations and are necessary for the collection of any amount not paid when due.

**The lender and I further understand and agree that:**

**INTEREST**

1. Beginning on the day the loan is disbursed and ending when the repayment period commences, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be postponed until the date upon which repayment of principal is required to begin or to resume, interest which has accrued and is not paid may be added to the principal sum of this Note more frequently than every six (6) months. Beginning when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the lender shall establish and provide to me.

2. Interest shall accrue and be payable at an **ANNUAL PERCENTAGE RATE** which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter, plus 3.5 percent, rounding this figure up to the nearest 1/8 of 1 percent.

3. Any change in the **ANNUAL PERCENTAGE RATE** will affect the payment amounts, the number of payments, or the amount due at maturity.

**INSURANCE PREMIUM**

I agree to pay the lender, in addition to interest and principal due, an amount equal to the premium that the lender is required to pay to the Secretary in order to provide insurance coverage on this Note. Payment of an insurance premium calculated in accordance with instructions issued by the Secretary shall be due and payable immediately and may be taken by the lender from the loan proceeds.

**REPAYMENT**

1. Repayment shall be made in periodic installments over a repayment period which starts the first day of the tenth month after the month in which I cease to be a full-time student at a HEAL school. However, if I become an intern or resident in an accredited program before that date, then the repayment period begins the first day of the tenth month after the month in which I cease to be an intern or resident.

2. The repayment period shall not be less than 10 years nor more than 25 years. In no event, however, shall the repayment period extend to a date that is more than 33 years from the date on which I signed this Promissory Note. Any period described under DEFERMENT shall not be included in determining the 10, 25, or 33 year periods.

3. The terms and conditions of repayment shall be set forth in a separate Repayment Schedule which the lender shall establish and shall provide me prior to the beginning of the repayment period.

4. I shall make a minimum annual repayment of at least \$600 or an amount equal to the annual interest on the unpaid principal balance, whichever is greater. If I have other outstanding HEAL

**GENERAL**

The terms of this Note shall be construed according to the Law (42 U.S.C. 294-294s) and the Federal regulation (42 CFR Part 100) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the holder of this Note.

I shall promptly notify the lender or any other holder of this Note in writing, of any change of name, address, school enrollment status or any other event described in paragraph 3 of the Borrower's Responsibilities as found on the reverse side of this Note.

I agree that all proceeds from this loan will be used solely for tuition and other reasonable educational and living expenses, including room and board, fees, books, supplies and equipment, laboratory expenses, transportation and commuting costs, personal expenses, the HEAL insurance premium, and interest on HEAL loans.

I have read and understand the Statement of Rights and Responsibilities printed on the reverse side of this form.

Robert M. Chiascione  
SIGNATURE OF BORROWER

2201 L St. N.W. Wash, D.C.  
ADDRESS  
DATE 1/12/84

SIGNATURE OF BORROWER

ADDRESS

DATE

\*NOTICE: This Note shall be executed without security and without endorsement, except that, if the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note. The lender shall supply a copy of this Note to the borrower.

(NOVEMBER 1982)

(WHITE) SALLIE MAE COPY (YELLOW) SCHOOL COPY (PINK) STUDENT COPY

## STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

## BORROWER'S RIGHTS

1. The loan check or draft must be made payable to me or if authorized by me — jointly to me and the school. The check or draft must require my endorsement.
2. The lender must provide me with a copy of the completed promissory note when the loan is made. The lender must return the note to me when the loan is paid in full.
3. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the new holder.
4. I have a right to a 9-month "grace period" before repayment begins after I have completed school attendance (and internship and residency in an accredited program, if started before the first day of the tenth month after I ceased to be a full time student at a HEAL school).
5. I have a right to prepay the whole or any portion of the loan at any time without a penalty.
6. I have a right to deferment of principal and interest repayments if certain conditions exist. Under deferment, I am not required to make payments on the loan principal or interest for a period of time. The conditions that qualify me for a deferment are listed under DEFERMENT on the promissory note.
7. The lender will provide me with a repayment schedule before the repayment period begins.
8. My loan obligation will be cancelled in the event of my death or permanent and total disability in accordance with applicable Federal regulations.
9. At the option of the Federal Government, I may apply for a special contract to have my loan fully or partially repaid by serving for at least two years in the National Health Service Corps or in a health manpower shortage area identified by the Secretary of H.H.S. I understand that a contract may be granted depending on the availability of positions in shortage areas and the availability of Federal funds appropriated for this purpose.
10. The lender cannot change the terms of my HEAL loan without my consent.

## BORROWER'S RESPONSIBILITIES

1. I understand that there is no interest subsidy on a HEAL loan and that I must pay all interest on the loan. If I do not make payments on time or if I default, the total amount to be repaid may be increased by additional interest costs, late charges, attorney's fees, court costs and other collection costs.
2. I understand that the lender may charge me an insurance premium and that I will not be entitled to any refund of this premium.
3. I must immediately notify the lender if any of the following occurs before the loan is repaid:
  - a. change of address
  - b. name change (e.g., maiden name to married name)
  - c. failure to enroll in a HEAL school for the period for which the loan is intended
  - d. transfer to another school
  - e. withdrawal from school or attendance on a less than full-time basis
  - f. graduation
  - g. cessation of participation in an internship/residency program or other eligible deferment status.
4. I must repay the loan in accordance with a repayment schedule. More detailed information about the repayment terms is listed under REPAYMENT on the promissory note.
5. I must notify the lender of any occurrence which may affect my eligibility to receive or to continue to receive a deferment of principal and interest payments.
6. I understand that this loan must be paid. If I do not make payments when due, the lender may declare my loan in default. If I default, the Federal Government will take over my loan and I will then owe the Government. My default may result in court action to force me to pay. Federal law precludes me from discharging this loan in bankruptcy until after the first five years of the repayment period.
7. I understand that I can only use the proceeds of my HEAL loan for tuition and other reasonable educational and living expenses.

ALL RIGHT, TITLE AND INTEREST OF THE  
UNDERSIGNED IS HEREBY ASSIGNED  
(WITHOUT WARRANTY, EXCEPT THE NOTE)  
QUALIFIES FOR INSURANCE  
TO: THE UNITED STATES OF AMERICA

SALLIE MAE INC.  
AUTHORIZED SERVICING AGENT FOR  
HICA EDUCATION LOAN CORPORATION  
BY: *Chester L. Luey* 4/3/02

All right, title and interest of the undersigned is  
hereby assigned (without warranty, except that the  
note qualifies for insurance) to the United States  
of America.

BY:

*Sallie Mae Inc.*  
*Chairs Analyst* / *24-00*

BILL OF SALE AND BLANKET ENDORSEMENT

The undersigned Seller sells and assigns to HICA Education Loan Corporation ("Purchaser") and its successors and assigns all of Seller's rights, title, and insurance interest in the portfolio of Loans described in the attached Final Loan Transmittal Form. This sale is for value received and is in accordance with the terms and conditions of Loan Sale Agreement Dated November 24, 2003(the "Agreement").

The Seller, by execution of this instrument, hereby endorses the attached promissory note, which is one of the promissory notes ("the Notes") described in the attached Final Loan Transmittal Form. If the Note is a Master Promissory Note, the undersigned endorses such Master Promissory Note only to the extent it evidences particular loans that are described in such Bill of Sale. This endorsement is in blank, unrestricted form and without recourse except as provided in the repurchase section of the Master Terms referred to in the applicable Loan Sale Agreement between Seller and Purchaser. If any of the Loans were made under a Master Promissory Note, this sale excludes an assignment of any right to offer, future loans under such Master Promissory Note.

This endorsement may be effected by attaching either this instrument or a facsimile of each or any of the Notes.

SELLER  
Student Loan Marketing Association  
11600 Sallie Mae Drive  
Reston VA, 20193

By: Sallie Mae, Inc.,  
Authorized Agent

By: (Signature of Authorized Signatory)

Name: Karen K. Knoche  
Manager

Title: Loan Acquisitions and Conversions

OE Number(s)/Branch Code(s):

899986/0000, 1000, 9800

<u>PURCHASER</u>	
HICA Education Loan Corporation	
3900 West Technology Circle	
Suite 77	
Sioux Falls, SD 57106	
By:	<u>(Signature of Authorized Signatory)</u>
Name: <u>Karen K. Knoche</u>	
Manager	
Title: <u>Loan Acquisitions and Conversions</u>	
Date of Purchase: <u>11/24/2003</u>	

SALLIE MAE TO HICA EDUCATION LOAN CORPORATION LSAI

- 1 -

THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT

G. 38/2 100

BLANKET ENDORSEMENT

9. 8. 6

The undersigned ("Seller"), by execution of this instrument, hereby endorses the attached promissory note which is one of the promissory notes ("the Notes") described in the Bill of Sale executed by Seller in favor of the Student Loan Marketing Association ("Purchaser"). This endorsement is in blank, unrestricted form and without recourse except as provided in paragraph 10 of the Commitment and Loan Sale Agreement for GSL loans dated January 1, 1987 between Seller and Purchaser.

This endorsement may be effected by attaching either this instrument or a facsimile hereof to each or any of the Notes.

First American Bank

\_\_\_\_\_  
  
(Signature of Officer)

Linda T. Frece  
Vice President

\_\_\_\_\_  
(Title of Officer)

## STUDENT APPLICATION FOR A HEALTH EDUCATION ASSISTANCE LOAN

FOR OFFICE USE ONLY

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines and imprisonment under the U.S. Criminal Code.

## SECTION I - TO BE COMPLETED BY STUDENT /IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING

1. LAST NAME; FIRST NAME, MIDDLE INITIAL <b>CHIASCIONE Roberta M.</b>	2. SOCIAL SECURITY NUMBER [REDACTED]	3. BIRTHDAY MONTH/DAY/YEAR [REDACTED]		
4. PERMANENT HOME RESIDENCE ADDRESS (street) <b>55 Hughes Terrace</b>	CITY <b>Yonkers</b>	STATE <b>N.Y.</b>	ZIP CODE <b>10701</b>	AREA CODE/TELEPHONE NUMBER <b>914 965-1219</b>
5. TEMPORARY SCHOOL RESIDENCE ADDRESS (street) <b>2201 L St. N.W.</b>	CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20037</b>	AREA CODE/TELEPHONE NUMBER <b>202 466-3155</b>
6. U.S. CITIZEN OR NATIONAL (1) YES <input checked="" type="checkbox"/> (2) NO <input type="checkbox"/>	7. LEGAL STATE RESIDENCE <b>New York</b>	9. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>MF 9 11 183</b>	10. AMOUNT REQUESTED \$ <b>10,000</b>	
IF NO, GIVE I-94 AUTHORITY	8. MAJOR COURSE OF STUDY <b>Medicine</b>	(2) TO <b>6 12 24 84</b>		

11. I, THE BORROWER, CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE I FURTHER CERTIFY THAT THE PROCEEDS OF ANY LOAN MADE AS A RESULT OF THIS APPLICATION WILL BE USED FOR EDUCATIONAL PURPOSES AT THE INSTITUTION NAMED ON THIS FORM. I HEREBY AUTHORIZE THE EDUCATIONAL INSTITUTION TO MAKE REFUNDS DUE ME TO THE LENDING INSTITUTION IN ORDER TO REDUCE MY LOAN OBLIGATIONS. I AGREE THAT THE LOAN CHECK MAY BE MADE JOINTLY PAYABLE TO ME AND MY HEAL SCHOOL.

SIGNATURE OF APPLICANT

**Roberta M. Chiascione**

DATE

**Jan. 3, 1984**

STOP - APPLICANT MUST COMPLETE INFORMATION ON P.2 BEFORE APPLICATION CAN BE PROCESSED.

## SECTION II - TO BE COMPLETED BY THE EDUCATIONAL INSTITUTION /IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING

12. NAME OF EDUCATIONAL INSTITUTION <b>George Washington Univ. School of medicine &amp; Health sciences</b>	13. ENTITY NUMBER <b>1-530196584-A1</b>	14. SCHOOL CODE <b>024517</b>
ADDRESS <b>2300 Eye St. N.W. #713</b>	15. ACADEMIC YEAR MONTH/DAY/YEAR (1) FROM <b>7 15 183</b>	16. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>9 11 183</b>
CITY <b>washington DC</b>	(2) TO <b>6 12 24 84</b>	(2) TO <b>6 12 24 84</b>
ZIP CODE <b>20037</b>	17. STUDENT I.D. NUMBER <b>487176</b>	18. ANTICIPATED DATE OF GRADUATION <b>5/85</b>
AREA CODE/TELEPHONE NUMBER <b>202/676-2960</b>	20. ESTIMATED COSTS OF EDUCATION FOR LOAN PERIOD  TUITION AND FEES <b>\$ 17,150</b>  OTHER <b>\$ 10,500</b>  TOTAL <b>\$ 27,650</b>	21. FINANCIAL AID AWARDED FOR LOAN PERIOD  EDUCATIONAL LOANS <b>\$ 15,000</b>  SCHOLARSHIPS AND GRANTS <b>\$ _____</b>  OTHER <b>\$ _____</b>  TOTAL <b>\$ 15,000</b>
22. NET COST OF EDUCATION (Item 20 less Item 21) <b>\$ 12,650</b>		

SIGNATURE OF AUTHORIZING OFFICIAL

NAME AND TITLE **Melissa Fournard**

DATE

**Melissa Fournard Financial Aid Counselor****1-9-84**

## SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION /IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING

23. NAME OF LENDING INSTITUTION <b>First American Bank, N.A.</b>	24. ENTITY NUMBER [REDACTED]	25. LENDER CODE <b>826145</b>
ADDRESS <b>740 15th Street, N.W.</b>	26. AREA CODE/TELEPHONE NUMBER <b>703-385-8502</b>	27. AMOUNT LENDER APPROVES \$ <b>10,000</b>
CITY <b>Washington, D.C. 20005</b>		

STOP - REVIEW TOTAL APPLICATION BEFORE PROCESSING

28. SIGNATURE OF AUTHORIZED LENDING OFFICIAL <b>Hilka Metz</b>	PRINT OR TYPE NAME AND TITLE <b>Hilka Metz, Asst. Acc't Rep.</b>	DATE <b>01/20/84</b>
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**APPLICANT'S BACKGROUND INFORMATION**  
*(This portion must be completed before processing)*

29. INDICATE NAMES OF PARENTS (or guardians) OR, IF DECEASED, NEAREST LIVING RELATIVE OTHER THAN SPOUSE OR SPOUSE'S PARENTS

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO. (Include area code) [REDACTED]
---------------------	--	---

30. INDICATE NAME OF NEAREST LIVING ADULT RELATIVE OTHER THAN PERSONS LISTED ABOVE. IF THIS IS NOT POSSIBLE, INDICATE THE NAME OF ANOTHER EMPLOYED ADULT WHO KNOWS YOU.

[REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO (Include area code) [REDACTED]
------------	--	--

31. LIST ALL INDEBTEDNESS OF \$100 OR MORE

ALL HEAL STUDENT LOANS		SCHOOL PERIOD		DATE OF LOAN	UNPAID BALANCE
NAME OF LENDER		BEGINNING	ENDING		
First American Bank, VA, Washington D.C.		Sept. 1982	June 1983	8/12/82	\$ 10,000
First American Bank, NA, Washington DC		Sept 1982		9/1/83	\$ 10,000
					\$
					\$
					\$
					\$
OTHER DEBTS AND OTHER EDUCATIONAL LOANS				DATE OF LOAN	UNPAID BALANCE
(GSL loan) NAME OF LENDER					
NYSHESC - Chemical Bank				5/1/81	\$ 7500
NYSHESC - (GSL loan) Chemical Bank				10/9/82	\$ 5000
NYSHESC - (GSL loan) Chemical Bank				9/79	\$ 5000
					\$
					\$
					\$

ADDITIONAL INFORMATION (If necessary)

U.S. DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
FEDERAL HEALTH SERVICE  
HEALTH SERVICES ADMINISTRATION

**HEALTH EDUCATION ASSISTANCE LOAN PROGRAM**  
(42 U.S.C. 294-294t)

**PROMISSORY NOTE**

(VARIABLE RATE)

When you receive the loan disbursement check for endorsement, you will be provided notice of the amount financed (the loan amount less the insurance premium), the pre-paid finance charge (the insurance premium), and the annual percentage rate (APR) for the initial quarter. You are not contractually obligated on the loan if the disbursement check is not endorsed.

**PROMISE TO PAY**

I, Roberta M. Chiascione, the borrower, promise to pay to First American Bank, N.A., Washington, D.C. (the lender),

or the subsequent holder of this Note, the principal sum of \$10,000.00 to the extent it is advanced to me, to pay interest on the principal sum as set out below and to pay authorized late charges, all reasonable attorney's fees, and other costs and charges that are permitted by Federal regulations and are necessary for the collection of any amount not paid when due.

**The lender and I further understand and agree that:**

**INTEREST**

1. Beginning on the day the loan is disbursed and ending when the repayment period commences, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be postponed until the date upon which repayment of principal is required to begin, or to resume, interest which has accrued and is not paid may be added to the principal sum of this Note not more frequently than every six (6) months. Beginning when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the lender shall establish and provide to me.

2. Interest shall accrue and be payable at an ANNUAL PERCENTAGE RATE which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter plus 2.5 percent rounding this figure up to the nearest 1/8 of 1 percent.

3. Any change in the ANNUAL PERCENTAGE RATE will affect the payment amounts, the number of payments, or the amount due at maturity.

**INSURANCE PREMIUM**

I agree to pay the lender, in addition to interest and principal due, an amount equal to the premium that the lender is required to pay to the Secretary in order to provide insurance coverage on this Note. Payment of an insurance premium calculated in accordance with instructions issued by the Secretary shall be due and payable immediately and may be taken by the lender from the loan proceeds.

**REPAYMENT**

1. Repayment shall be made in periodic installments over a repayment period which starts the first day of the tenth month after the month in which I cease to be a full-time student at a HEAL school. However, if I become an intern or resident in an accredited program before that date, then the repayment period begins the first day of the tenth month after the month in which I cease to be an intern or resident.

2. The repayment period shall not be less than 10 years nor more than 25 years. In no event, however, shall the repayment period extend to a date that is more than 33 years from the date on which I signed this Promissory Note. Any period described under DEFERMENT shall not be included in determining the 10, 25, or 33 year periods.

3. The terms and conditions of repayment shall be set forth in a separate Repayment Schedule which the lender shall establish and shall provide me prior to the beginning of the repayment period.

4. I shall make a minimum annual repayment of at least \$600 or an amount equal to the annual interest on the unpaid principal balance, whichever is greater. If I have other outstanding HEAL

**GENERAL**

The terms of this Note shall be construed according to the Law (42 U.S.C. 294-294t) and the Federal regulation (42 CFR Part 60) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the holder of this Note.

I shall promptly notify the lender or any other holder of this Note in writing, of any change of name, address, school enrollment status or any other event described in paragraph 3 of the Borrower's Responsibilities as found on the reverse side of this Note.

I agree that all proceeds from this loan will be used solely for tuition and other reasonable educational and living expenses, including room and board, fees, books, supplies and equipment, laboratory expenses, transportation and commuting costs, personal expenses, the HEAL insurance premium, and interest on HEAL loans.

I have read and understand the Statement of Rights and Responsibilities printed on the reverse side of this form.

loans, the sum of all payments to all holders of my HEAL loans shall not be less than \$600 or an amount equal to the consolidated interest on the unpaid principal balances, whichever is greater. However, the \$600 rule does not apply if it would result in my repaying a HEAL loan in fewer than 10 years.

**PREPAYMENT**

I may, at my option and without penalty, prepay all or any part of this loan (principal or accrued interest) at any time, in the event of such prepayment, I shall be entitled to a rebate of unearned interest computed by [ ] the Sum of the Digits Formula (Rule of 78ths), or [ ] other (Identify) \_\_\_\_\_ (Not to be completed if simple interest is computed on a daily basis)

**DEFERMENT**

Periodic installments of principal and interest need not be paid, but interest shall accrue.

1. When I am carrying a full-time course of study at a HEAL school or at an institution of higher education participating in the Guaranteed Student Loan Program; and

2. Not in excess of three years for each of the following when I am:

- A. a member of the Armed Forces of the United States,
- B. in service as a volunteer under the Peace Corps Act,
- C. in service as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973; and
- D. a member of the National Health Service Corps.

3. Not in excess of four years when I am a participant in an accredited internship or residency program.

**LATE CHARGES**

I may be assessed a late charge of five percent of the installment payment or \$5.00, whichever is less, on any payment made later than 10 days after the due date.

**DEATH/DISABILITY**

If I die or become totally and permanently disabled, my unpaid indebtedness on this Note shall be cancelled in accordance with applicable Federal regulations.

**DEFAULT**

In the event of my default on this loan, the entire unpaid loan including interest due and accrued shall, at the option of the holder of this Note, become immediately due and payable.

Roberta M. Chiascione

SIGNATURE OF BORROWER

55 Hughes Terr. Yonkers, N.Y.

Aug. 12, 1981

DATE

SIGNATURE OF BORROWER

ADDRESS

DATE

\*NOTICE: This Note shall be executed without security and without endorsement, except that, if the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note. The lender shall supply a copy of this Note to the borrower.

(WHITE) SALLIE MAE COPY (YELLOW) SCHOOL COPY (PINK) STUDENT COPY

STATEMENT OF BORROWER RIGHTS AND RESPONSIBILITIES

BORROWER'S RIGHTS

1. The loan check or draft must be made payable to me or if authorized by me — jointly to me and the school. The check or draft must require my endorsement.
2. The lender must provide me with a copy of the completed promissory note when the loan is made. The lender must return the note to me when the loan is paid in full.
3. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the new holder.
4. I have a right to a 9-month "grace period" before repayment begins after I have completed school attendance (and internship and residency in an accredited program, if started before the first day of the tenth month after I ceased to be a full-time student at a HEAL school).
5. I have a right to prepay the whole or any portion of the loan at any time without a penalty.
6. I have a right to deferment of principal and interest repayments if certain conditions exist. Under deferment, I am not required to make payments on the loan principal or interest for a period of time. The conditions that qualify me for a deferment are listed under DEFERMENT on the promissory note.
7. The lender will provide me with a repayment schedule before the repayment period begins.
8. My loan obligation will be cancelled in the event of my death or permanent and total disability in accordance with applicable Federal regulations.
9. At the option of the Federal Government, I may apply for a special contract to have my loan fully or partially repaid by serving for at least two years in the National Health Service Corps or in a health manpower shortage area identified by the Secretary of H.H.S. I understand that a contract may be granted depending on the availability of positions in shortage areas and the availability of Federal funds appropriated for this purpose.
10. The lender cannot change the terms of my HEAL loan without my consent.

BORROWER'S RESPONSIBILITIES

1. I understand that there is no interest subsidy on a HEAL loan and that I must pay all interest on the loan. If I do not make payments on time or if I default, the total amount to be repaid may be increased by additional interest costs, late charges, attorney's fees, court costs and other collection costs.
2. I understand that the lender may charge me an insurance premium and that I will not be entitled to any refund of this premium.
3. I must immediately notify the lender if any of the following occurs before the loan is repaid:
  - a. change of address
  - b. name change (e.g., maiden name to married name)
  - c. failure to enroll in a HEAL school for the period for which the loan is intended
  - d. transfer to another school
  - e. withdrawal from school or attendance on a less than full-time basis
  - f. graduation
  - g. cessation of participation in an internship/residency program or other eligible deferment status.
4. I must repay the loan in accordance with a repayment schedule. More detailed information about the repayment terms is listed under REPAYMENT on the promissory note.
5. I must notify the lender of any occurrence which may affect my eligibility to receive or to continue to receive a deferment of principal and interest payments.
6. I understand that this loan must be paid. If I do not make payments when due, the lender may declare my loan in default. If I default, the Federal Government will take over my loan and I will then owe the Government. My default may result in court action to force me to pay. Federal law precludes me from discharging this loan in bankruptcy until after the first five years of the repayment period.
7. I understand that I can use the proceeds of my HEAL loan for tuition and other reasonable educational and living expenses.

ALL RIGHT, TITLE AND INTEREST TO THE  
UNDERSIGNED IS HEREBY ASSIGNED  
(WITHOUT WARRANTY, EXCEPT THE NOTE)  
QUALIFIES FOR INSURANCE  
TO: THE UNITED STATES OF AMERICA

SALLIE MAE INC.  
AUTHORIZED SERVICING AGENT FOR  
HICAC EDUCATION LOAN CORPORATION

BY: *Cherie L. Legge* 4/23/05  
All right, title and interest of the undersigned to the  
note, guarantee and security agreement to the United States  
of America  
By: *Cherie L. Legge* 4/23/05

BILL OF SALE AND BLANKET ENDORSEMENT

The undersigned Seller sells and assigns to HICA Education Loan Corporation ("Purchaser") and its successors and assigns all of Seller's rights, title, and insurance interest in the portfolio of Loans described in the attached Final Loan Transmittal Form. This sale is for value received and is in accordance with the terms and conditions of Loan Sale Agreement Dated November 24, 2003(the "Agreement").

The Seller, by execution of this instrument, hereby endorses the attached promissory note, which is one of the promissory notes ("the Notes") described in the attached Final Loan Transmittal Form. If the Note is a Master Promissory Note, the undersigned endorses such Master Promissory Note only to the extent it evidences particular loans that are described in such Bill of Sale. This endorsement is in blank, unrestricted form and without recourse except as provided in the repurchase section of the Master Terms referred to in applicable Loan Sale Agreement between Seller and Purchaser. If any of the Loans were made under a Master Promissory Note, this sale excludes an assignment of any right to offer, future loans under such Master Promissory Note.

This endorsement may be effected by attaching either this instrument or a facsimile of each or any of the Notes.

**SELLER**  
Student Loan Marketing Association  
11600 Sallie Mae Drive  
Reston VA 20193

By: Sallie Mae, Inc.,  
Authorized Agent

By:  
(Signature of Authorized  
Signatory)

Name: Karen K. Knoche  
Manager  
Loan Acquisitions and Conversions

Title:

OE Number(s)/Branch Code(s):

899986/0000,1000,9800

**PURCHASER**  
HICA Education Loan Corporation  
3900 West Technology Circle  
Suite 710  
Sioux Falls, SD 57106  
By:  
(Signature of Authorized  
Signatory)

Name: Karen K. Knoche  
Manager  
Title: Loan Acquisitions and Conversions

Date of Purchase: 11/24/2003

SALLIE MAE TO HICA EDUCATION LOAN CORPORATION LSAI

- 1 -

THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT

G. 38/2 100

BLANKET ENDORSEMENT

9. 8. 6

The undersigned ("Seller"), by execution of this instrument, hereby endorses the attached promissory note which is one of the promissory notes ("the Notes") described in the Bill of Sale executed by Seller in favor of the Student Loan Marketing Association ("Purchaser"). This endorsement is in blank, unrestricted form and without recourse except as provided in paragraph 10 of the Commitment and Loan Sale Agreement for GSL loans dated January 1, 1987 between Seller and Purchaser.

This endorsement may be effected by attaching either this instrument or a facsimile hereof to each or any of the Notes.

First American Bank

\_\_\_\_\_  
  
(Signature of Officer)

Linda L. Free  
Vice President

\_\_\_\_\_  
(Title of Officer)

## STUDENT APPLICATION FOR A HIGH EDUCATION ASSISTANCE LOAN

FOR OE USE ONLY

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines and imprisonment under the U.S. Criminal Code.

SECTION I - TO BE COMPLETED BY STUDENT **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

1. LAST NAME; FIRST NAME, MIDDLE INITIAL <b>CHIASCIONE, Roberta M.</b>	2. SOCIAL SECURITY NUMBER [REDACTED]	3. BIRTHDAY MONTH/DAY/YEAR [REDACTED]	
4. PERMANENT HOME RESIDENCE ADDRESS (street) <b>55 Hughes Terrace</b>	CITY <b>Yonkers, N.Y.</b>	STATE ZIP CODE <b>10701</b>	AREA CODE/TELEPHONE NUMBER <b>914-965-1219</b>
5. TEMPORARY SCHOOL RESIDENCE ADDRESS (street) <b>2201 L St. N.W. #415</b>	CITY <b>Washington, D.C.</b>	STATE ZIP CODE <b>20037</b>	AREA CODE/TELEPHONE NUMBER <b>202-466-3155</b>
6. U.S. CITIZEN OR NATIONAL (1) YES <input checked="" type="checkbox"/> (2) NO <input type="checkbox"/>	7. LEGAL STATE RESIDENCE <b>New York</b>	9. PERIOD OF LOAN (1) FROM <b>8/30/84</b>	10. AMOUNT REQUESTED \$ <b>10,000</b>
IF NO, GIVE I-94 AUTHORITY	8. MAJOR COURSE OF STUDY <b>Medicine</b>	(2) TO <b>MF 5/24/85</b>	

11. I, THE BORROWER, CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE I FURTHER CERTIFY THAT THE PROCEEDS OF ANY LOAN MADE AS A RESULT OF THIS APPLICATION WILL BE USED FOR EDUCATIONAL PURPOSES AT THE INSTITUTION NAMED ON THIS FORM. I HEREBY AUTHORIZE THE EDUCATIONAL INSTITUTION TO MAKE REFUNDS DUE ME TO THE LENDING INSTITUTION IN ORDER TO REDUCE MY LOAN OBLIGATIONS. I AGREE THAT THE LOAN CHECK MAY BE MADE JOINTLY PAYABLE TO ME AND MY HEAL SCHOOL.

SIGNATURE OF APPLICANT

*Roberta M. Chiascione*

DATE

*8/24/84*

STOP - APPLICANT MUST COMPLETE INFORMATION ON P.2 BEFORE APPLICATION CAN BE PROCESSED.

SECTION II - TO BE COMPLETED BY THE EDUCATIONAL INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

12. NAME OF EDUCATIONAL INSTITUTION <b>George Washington University School of Medicine and Health Sciences</b> ADDRESS <b>2300 Eye Street, N.W. Room 713</b>	13. ENTITY NUMBER <b>1530196584-A1</b>	14. SCHOOL CODE <b>024517</b>
CITY <b>Washington, DC 20037</b>	15. ACADEMIC YEAR MONTH/DAY/YEAR (1) FROM <b>8/30/84</b> (2) TO <b>MF 5/24/85</b>	16. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>8/30/84</b> (2) TO <b>5/24/85</b>
AREA CODE/TELEPHONE NUMBER <b>020 676-2960</b>	17. STUDENT I.D. NUMBER <b>MF 487176</b>	18. ANTICIPATED DATE OF GRADUATION <b>5/85</b>
19. I HEREBY CERTIFY THAT THE ABOVE STUDENT MEETS THE ELIGIBILITY REQUIREMENTS LISTED IN SECTION 60.5 OF THE HEAL REGULATIONS. (42 CFR 60.5)	20. ESTIMATED COSTS OF EDUCATION FOR LOAN PERIOD TUITION AND FEES <b>\$ 17,050</b> OTHER <b>\$ 11,150</b> TOTAL <b>\$ 28,200</b>	21. FINANCIAL AID AWARDED FOR LOAN PERIOD EDUCATIONAL LOANS <b>\$ [REDACTED]</b> SCHOLARSHIPS AND GRANTS <b>\$ [REDACTED]</b> OTHER <b>\$ [REDACTED]</b> TOTAL <b>\$ [REDACTED]</b>
	22. NET COST OF EDUCATION (Item 20 less Item 21)	<b>\$ 28,200</b>

SIGNATURE OF AUTHORIZING OFFICIAL

*Melissa Fauchart*

DATE

*8-30-84*SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

23. NAME OF LENDING INSTITUTION <b>First American Bank, N.A.</b> ADDRESS <b>740 15th St., N.W.</b>	24. ENTITY NUMBER [REDACTED]	25. LENDER CODE <b>826145</b>
CITY <b>Washington, D.C. 20005</b>	26. AREA CODE/TELEPHONE NUMBER <b>703-385-8502</b>	27. AMOUNT LENDER APPROVES \$ <b>10,000</b>

STOP - REVIEW TOTAL APPLICATION BEFORE PROCESSING

28. SIGNATURE OF AUTHORIZED LENDING OFFICIAL <i>Hilka Metz</i>	PRINT OR TYPE NAME AND TITLE <b>Hilka Metz, Asst. Acc't Rep.</b>	DATE <b>9/24/84</b>
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-1-

(White) — LENDER COPY 1

(Yellow) — HHS COPY 2

(Pink) — SCHOOL COPY 3

(Goldenrod) — STUDENT COPY 4

**LICANT'S BACKGROUND INFORMATION**  
*(This portion must be completed before processing)*

29. INDICATE NAMES OF PARENTS (or guardians) OR, IF DECEASED; NEAREST LIVING RELATIVE OTHER THAN SPOUSE OR SPOUSE'S PARENTS

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO. (Include area code) [REDACTED]
---------------------	--	---

30. INDICATE NAME OF NEAREST LIVING ADULT RELATIVE OTHER THAN PERSONS LISTED ABOVE. IF THIS IS NOT POSSIBLE, INDICATE THE NAME OF ANOTHER EMPLOYED ADULT WHO KNOWS YOU.

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO (Include area code) [REDACTED]
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31. LIST ALL INDEBTEDNESS OF \$100 OR MORE

ALL HEAL STUDENT LOANS NAME OF LENDER	SCHOOL PERIOD		DATE OF LOAN	UNPAID BALANCE
	BEGINNING	ENDING		
First American Bank, NA Washington D.C.	9/82	6/83	8/12/82	\$ 10,000 - \$
First American Bank, NA Washington D.C.	9/83	6/84	9/1/83	\$ 10,000 - \$
First American Bank, NA Washington D.C.	1/84	6/84	2/21/84	\$ 10,000 - \$
				\$
				\$
				\$
OTHER DEBTS AND OTHER EDUCATIONAL LOANS NAME OF LENDER		DATE OF LOAN	UNPAID BALANCE	
NYSHESC - GSL loan - Chemical Bank				
NYSHESC - GSL loan - Chemical Bank		5/1/81	\$ 7500 - \$	
NYSHESC - GSL loan - Chemical Bank		10/7/82	\$ 5000 - \$	
NYSHESC - GSL loan - Chemical Bank		9/79	\$ 5000 - \$	
NYSHESC - GSL loan - Chemical Bank		5/31/84	\$ 5000 -	

ADDITIONAL INFORMATION (If necessary)

L0477 #5 - 1985  
6

U.S. DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH SERVICES ADMINISTRATION

**HEALTH EDUCATION ASSISTANCE LOAN PROGRAM**  
(42 U.S.C. 294-294e)

**PROMISSORY NOTE (VARIABLE RATE)**

When you receive the loan disbursement check for endorsement, you will be provided notice of the amount financed (the loan amount less the insurance premium), the pre-paid finance charge (the insurance premium), and the annual percentage rate (APR) for the initial quarter. You are not contractually obligated on the loan if the disbursement check is not endorsed.

**PROMISE TO PAY**

I, Roberta M. Chiascione,  
Name of borrower:  
or the subsequent holder of this Note, the principal sum of \$7,500.00,  
Principal sum  
sum as set out below and to pay authorized late charges, all reasonable attorney's fees, and other costs and charges that are permitted by Federal regulations and are necessary for the collection of any amount not paid when due.

**The lender and I further understand and agree that:**

**INTEREST**

1. Beginning on the day the loan is disbursed and ending when the repayment period commences, interest shall accrue. Payment of the interest accruing before the beginning of the repayment period may be postponed until the date upon which repayment of principal is required to begin or to resume, interest which has accrued and is not paid may be added to the principal sum of this Note not more frequently than every six (6) months. Beginning when the repayment period commences, interest shall accrue and be paid as set forth in the Repayment Schedule which the lender shall establish and provide to me.
2. Interest shall accrue and be payable at an ANNUAL PERCENTAGE RATE which is equal to a variable rate which is calculated by the Secretary of the Department of Health and Human Services for each calendar quarter and computed by determining the average of the bond equivalent rates for the ninety-one day U.S. Treasury Bills auctioned during the preceding quarter, plus 3.5 percent, rounding this figure up to the nearest 1/8 of 1 percent.
3. Any change in the ANNUAL PERCENTAGE RATE will affect the payment amounts, the number of payments, or the amount due at maturity.

**INSURANCE PREMIUM**

I agree to pay the lender, in addition to interest and principal due, an amount equal to the premium that the lender is required to pay to the Secretary in order to provide insurance coverage on this Note. Payment of an insurance premium calculated in accordance with instructions issued by the Secretary shall be due and payable immediately and may be taken by the lender from the loan proceeds.

**REPAYMENT**

1. Repayment shall be made in periodic installments over a repayment period which starts the first day of the tenth month after the month in which I cease to be a full-time student at a HEAL school. However, if I become an intern or resident in an accredited program before that date, then the repayment period begins the first day of the tenth month after the month in which I cease to be an intern or resident.
2. The repayment period shall not be less than 10 years nor more than 25 years. In no event, however, shall the repayment period extend to a date that is more than 33 years from the date on which I signed this Promissory Note. Any period described under DEFERMENT shall not be included in determining the 10, 25, or 33 year periods.
3. The terms and conditions of repayment shall be set forth in a separate Repayment Schedule which the lender shall establish and shall provide me prior to the beginning of the repayment period.
4. I shall make a minimum annual repayment of at least \$600 or an amount equal to the annual interest on the unpaid principal balance, whichever is greater. If I have other outstanding HEAL

**GENERAL**

The terms of this Note shall be construed according to the Law (42 U.S.C. 294-294e) and the Federal regulation (42 CFR Part 60) governing the administration of the Health Education Assistance Loan (HEAL) Program, copies of which are on file with the holder of this Note.

I shall promptly notify the lender or any other holder of this Note in writing, of any change of name, address, school enrollment status, or any other event described in paragraph 3 of the Borrower's Responsibilities as found on the reverse side of this Note.

I agree that all proceeds from this loan will be used solely for tuition and other reasonable educational and living expenses, including room and board, fees, books, supplies and equipment, laboratory expenses, transportation and commuting costs, personal expenses, the HEAL insurance premium, and interest on HEAL loans.

I have read and understand the Statement of Rights and Responsibilities printed on the reverse side of this form.

loans, the sum of all payments to all holders of my HEAL loans shall not be less than \$600 or an amount equal to the consolidated interest on the unpaid principal balances, whichever is greater. However, the \$600 rule does not apply if it would result in my repaying a HEAL loan in fewer than 10 years.

**PREPAYMENT**

I may, at my option and without penalty, prepay all or any part of this loan (principal or accrued interest) at any time. In the event of such prepayment, I shall be entitled to a rebate of unearned interest computed by [ ] the Sum of the Digits Formula (Rule of 78ths), or [ ] other (Identify) N/A (Not to be completed if simple interest is computed on a daily basis)

**DEFERMENT**

Periodic installments of principal and interest need not be paid, but interest shall accrue:

1. When I am carrying a full-time course of study at a HEAL school or at an institution of higher education participating in the Guaranteed Student Loan Program; and
2. Not in excess of three years for each of the following when I am:
  - A. a member of the Armed Forces of the United States;
  - B. in service as a volunteer under the Peace Corps Act;
  - C. in service as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973; and
  - D. a member of the National Health Service Corps.
3. Not in excess of four years when I am a participant in an accredited internship or residency program.

**LATE CHARGES**

I may be assessed a late charge of five percent of the installment payment or \$5.00, whichever is less, on any payment made later than 10 days after the due date.

**DEATH/DISABILITY**

If I die or become totally and permanently disabled, my unpaid indebtedness on this Note shall be cancelled in accordance with applicable Federal regulations.

**DEFAULT**

In the event of my default on this loan, the entire unpaid loan including interest due and accrued shall, at the option of the holder of this Note, become immediately due and payable.

Roberta M. Chiascione

SIGNATURE OF BORROWER

2201 L St., N.W. Washington D.C. 1/30/85

ADDRESS

DATE

SIGNATURE OF BORROWER

ADDRESS

DATE

\*NOTICE: This Note shall be executed without security and without endorsement, except that, if the borrower is a minor and this Note would not, under applicable State law, create a binding obligation, the lender may require an endorser also to sign this Note. The lender shall supply a copy of this Note to the borrower.

(NOVEMBER 1982)

(WHITE) SALLIE MAE COPY (YELLOW) SCHOOL COPY (PINK) STUDENT COPY

## STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

## BORROWER'S RIGHTS

1. The loan check or draft must be made payable to me or if authorized by me — jointly to me and the school. The check or draft must require my endorsement.

2. The lender must provide me with a copy of the completed promissory note when the loan is made. The lender must return the note to me when the loan is paid in full.

3. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the new holder.

4. I have a right to a 9-month "grace period" before repayment begins after I have completed school attendance (and internship and residency in an accredited program, if started before the first day of the tenth month after I ceased to be a full-time student at a HEAL school).

5. I have a right to prepay the whole or any portion of the loan at any time without a penalty. **1 0 0 6 5 0 0 5 5 0 2**

6. I have a right to deferment of principal and interest repayments if certain conditions exist. Under deferment, I am not required to make payments on the loan principal or interest for a period of time. The conditions that qualify me for a deferment are listed under DEFERMENT on the promissory note.

7. The lender will provide me with a repayment schedule before the repayment period begins.

8. My loan obligation will be cancelled in the event of my death or permanent and total disability in accordance with applicable Federal regulations.

9. At the option of the Federal Government, I may apply for a special contract to have my loan fully or partially repaid by serving for at least two years in the National Health Service Corps or in a health manpower shortage area identified by the Secretary of H.H.S. I understand that a contract may be granted depending on the availability of positions in shortage areas and the availability of Federal funds appropriated for this purpose.

10. The lender cannot change the terms of my HEAL loan without my consent.

## BORROWER'S RESPONSIBILITIES

1. I understand that there is no interest subsidy on a HEAL loan and that I must pay all interest on the loan. If I do not make payments on time or if I default, the total amount to be repaid may be increased by additional interest costs, late charges, attorney's fees, court costs and other collection costs.

2. I understand that the lender may charge me an insurance premium and that I will not be entitled to any refund of this premium.

3. I must immediately notify the lender if any of the following occurs before the loan is repaid:

- change of address
- name change (e.g., maiden name to married name)
- failure to enroll in a HEAL school for the period for which the loan is intended
- transfer to another school
- withdrawal from school or attendance on a less than full-time basis
- graduation
- cessation of participation in an internship/residency program or other eligible deferment status.

4. I must repay the loan in accordance with a repayment schedule. More detailed information about the repayment terms is listed under REPAYMENT on the promissory note.

5. I must notify the lender of any occurrence which may affect my eligibility to receive or to continue to receive a deferment of principal and interest payments.

6. I understand that this loan must be paid. If I do not make payments when due, the lender may declare my loan in default. If I default, the Federal Government will take over my loan and I will then owe the Government. My default may result in court action to force me to pay. Federal law precludes me from discharging my loan in bankruptcy until after the first five years of the repayment period.

7. I understand that I can only use the proceeds of my HEAL loan for tuition and other reasonable educational and living expenses.

ALL RIGHT, TITLE AND INTEREST TO THE  
UNDERSIGNED IS HEREBY ASSIGNED  
(WITHOUT WARRANTY, EXCEPT THAT THE  
QUALIFIES FOR INSURANCE)  
TO: THE UNITED STATES OF AMERICA

SALLIE MAE INC.  
AUTHORIZED SERVICING AGENT FOR  
HICA EDUCATION LOAN CORPORATION  
BY: *Carey Murphy* 1/23/92

All right, title and interest of the undersigned is  
hereby assigned (without warranty, except that the  
loan qualifies for insurance) to the United States  
of America.

*Carey Murphy* 1-24-90  
Claims Analyst/ELV

BILL OF SALE AND BLANKET ENDORSEMENT

The undersigned Seller sells and assigns to HICA Education Loan Corporation ("Purchaser") and its successors and assigns all of Seller's rights, title, and insurance interest in the portfolio of Loans described in the attached Final Loan Transmittal Form. This sale is for value received and is in accordance with the terms and conditions of Loan Sale Agreement Dated November 24, 2003(the "Agreement").

The Seller, by execution of this instrument, hereby endorses the attached promissory note, which is one of the promissory notes ("the Notes") described in the attached Final Loan Transmittal Form. If the Note is a Master Promissory Note, the undersigned endorses such Master Promissory Note only to the extent it evidences particular loans that are described in such Bill of Sale. This endorsement is in blank, unrestricted form and without recourse except as provided in the repurchase section of the Master Terms referred to in the applicable Loan Sale Agreement between Seller and Purchaser. If any of the Loans were made under a Master Promissory Note, this sale excludes an assignment of any right to offer, future loans under such Master Promissory Note.

This endorsement may be effected by attaching either this instrument or a facsimile of each or any of the Notes.

SELLER  
Student Loan Marketing Association  
11600 Sallie Mae Drive  
Reston VA, 20193

By: Sallie Mae, Inc.,  
Authorized Agent

By: (Signature of Authorized Signatory)

Name: Karen K. Knoche  
Manager

Title: Loan Acquisitions and Conversions

OE Number(s)/Branch Code(s):

899986/0000,1000,9800

PURCHASER  
HICA Education Loan Corporation  
3900 West Technology Circle  
Suite 7  
Sioux Falls, SD 57106

By: OK  
(Signature of Authorized Signatory)

Name: Karen K. Knoche  
Manager

Title: Loan Acquisitions and Conversions

Date of Purchase: 11/24/2003

G. 38/2 100

BLANKET ENDORSEMENT

9. 8. 6

The undersigned ("Seller"), by execution of this instrument, hereby endorses the attached promissory note which is one of the promissory notes ("the Notes") described in the Bill of Sale executed by Seller in favor of the Student Loan Marketing Association ("Purchaser"). This endorsement is in blank, unrestricted form and without recourse except as provided in paragraph 10 of the Commitment and Loan Sale Agreement for GSL loans dated January 1, 1987 between Seller and Purchaser.

This endorsement may be effected by attaching either this instrument or a facsimile hereof to each or any of the Notes.

First American Bank

\_\_\_\_\_  
  
(Signature of Officer)

Linda T. Frece  
Vice President

\_\_\_\_\_  
(Title of Officer)

## STUDENT APPLICATION FOR A HIGH EDUCATION ASSISTANCE LOAN

FOR OE USE ONLY

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines and imprisonment under the U.S. Criminal Code.

SECTION I - TO BE COMPLETED BY STUDENT **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

1. LAST NAME, FIRST NAME, MIDDLE INITIAL <b>CHIASCIONE Roberta M.</b>	2. SOCIAL SECURITY NUMBER [REDACTED]	3. BIRTHDAY MONTH/DAY/YEAR [REDACTED]	
4. PERMANENT HOME RESIDENCE ADDRESS (street) <b>55 Hughes Terrace</b>	CITY <b>Yonkers, N.Y.</b>	STATE ZIP CODE <b>10701</b>	AREA CODE/TELEPHONE NUMBER <b>914-965-1219</b>
5. TEMPORARY SCHOOL RESIDENCE ADDRESS (street) <b>2201 L St. N.W. #415</b>	CITY <b>Washington, D.C.</b>	STATE ZIP CODE <b>20037</b>	AREA CODE/TELEPHONE NUMBER <b>202-466-3155</b>
6. U.S. CITIZEN OR NATIONAL (1) YES <input checked="" type="checkbox"/> (2) NO <input type="checkbox"/>	7. LEGAL STATE RESIDENCE <b>New York</b>	9. PERIOD OF LOAN (1) FROM <b>8/1/82</b>	10. AMOUNT REQUESTED MONTH/DAY/YEAR <b>7/31/83</b> \$ <b>10,000</b>
IF NO, GIVE I-94 AUTHORITY _____	8. MAJOR COURSE OF STUDY <b>Medicine</b>	(2) TO	

11. I, THE BORROWER, CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT THE PROCEEDS OF ANY LOAN MADE AS A RESULT OF THIS APPLICATION WILL BE USED FOR EDUCATIONAL PURPOSES AT THE INSTITUTION NAMED ON THIS FORM. I HEREBY AUTHORIZE THE EDUCATIONAL INSTITUTION TO MAKE REFUNDS DUE ME TO THE LENDING INSTITUTION IN ORDER TO REDUCE MY LOAN OBLIGATIONS.

SIGNATURE OF APPLICANT

**Roberta M. Chiascione**

DATE

**6/16/82**

STOP - APPLICANT MUST COMPLETE INFORMATION ON P.2 BEFORE APPLICATION CAN BE PROCESSED.

SECTION II - TO BE COMPLETED BY THE EDUCATIONAL INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

12. NAME OF EDUCATIONAL INSTITUTION <b>George Washington University School of Medicine and Health Sciences</b>	13. ENTITY NUMBER <b>1-530196584-A1</b>	14. SCHOOL CODE <b>024517</b>
ADDRESS <b>2300 Eye St., NW</b>	15. ACADEMIC YEAR MONTH/DAY/YEAR (1) FROM <b>8/1/82</b>	16. PERIOD OF LOAN MONTH/DAY/YEAR (1) FROM <b>8/1/82</b>
CITY <b>Washington, D.C.</b>	(2) TO <b>7/31/83</b>	(2) TO <b>5/31/83</b>
AREA CODE/TELEPHONE NUMBER <b>202-676-2960</b>	17. STUDENT I.D. NUMBER <b>487176</b>	18. ANTICIPATED DATE OF GRADUATION <b>5/85</b>
19. I HEREBY CERTIFY THAT THE ABOVE STUDENT IS ACCEPTED FOR THE ENROLLMENT OR IS ENROLLED IN GOOD STANDING AS A FULL-TIME STUDENT. IF A SCHOOL OF MEDICINE, OSTEOPATHY OR DENTISTRY, I ALSO CERTIFY THAT THIS APPLICATION DOES NOT CAUSE THE NUMBER OF STUDENTS AUTHORIZED TO RECEIVE LOANS TO EXCEED 50% OF THE TOTAL ENROLLMENT OF THE STUDENT'S CLASS. IF A SCHOOL OF PHARMACY, I ALSO CERTIFY THAT THE STUDENT HAS COMPLETED THREE YEARS OF TRAINING.	20. ESTIMATED COSTS OF EDUCATION FOR LOAN PERIOD  TUTION AND FEES \$ <b>16,870</b> OTHER \$ <b>10,110</b> TOTAL \$ <b>26,980</b>	21. FINANCIAL AID AWARDED FOR LOAN PERIOD  EDUCATIONAL LOANS \$ <b>9800</b> SCHOLARSHIPS AND GRANTS \$ <b>0</b> OTHER \$ <b>0</b> TOTAL \$ <b>9800</b>
	22. NET COST OF EDUCATION (Item 20 less Item 21)	\$ <b>17,180</b>

SIGNATURE OF AUTHORIZING OFFICIAL

**Melissa Fouchard**NAME AND TITLE **Melissa Fouchard  
Assistant to the Director of Financial Aid**

DATE

**7/1/82**SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION **IMPORTANT READ INSTRUCTIONS BEFORE COMPLETING**

23. NAME OF LENDING INSTITUTION <b>First American Bank, N.A.</b>	24. ENTITY NUMBER <b>53-014-1875</b>	25. LENDER CODE <b>826145</b>
ADDRESS <b>740 15th Street, N.W. Washington, D.C. 20005</b>	26. AREA CODE/TELEPHONE NUMBER <b>703-385-4777</b>	27. AMOUNT LENDER APPROVES \$ <b>10,000</b>
CITY <b>Washington, D.C.</b>	STATE <b>D.C.</b>	ZIP CODE <b>20005</b>

STOP - REVIEW TOTAL APPLICATION BEFORE PROCESSING

28. SIGNATURE OF AUTHORIZED LENDING OFFICIAL

**Wm. Malmstrom**

PRINT OR TYPE NAME AND TITLE

**Wm. Malmstrom Sr. Acct. Rep.**

DATE

**8/20/82**

COPY 1 - LENDER

**APPLICANT'S BACKGROUND INFORMATION**

(This portion must be completed before processing)

**29. INDICATE NAMES OF PARENTS (or guardians) OR, IF DECEASED, NEAREST LIVING RELATIVE OTHER THAN SPOUSE OR SPOUSE'S PARENTS**

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO. (Include area code) [REDACTED]
---------------------	--	---

**30. INDICATE NAME OF NEAREST LIVING ADULT RELATIVE OTHER THAN PERSONS LISTED ABOVE. IF THIS IS NOT POSSIBLE, INDICATE THE NAME OF ANOTHER EMPLOYED ADULT WHO KNOWS YOU.**

NAMES [REDACTED]	ADDRESS (Include number, street, city, State and ZIP code) [REDACTED]	TELEPHONE NO (Include area code) [REDACTED]
---------------------	--	--

**31. LIST ALL INDEBTEDNESS OF \$100 OR MORE**

ALL HEAL STUDENT LOANS NAME OF LENDER	SCHOOL PERIOD		DATE OF LOAN	UNPAID BALANCE
	BEGINNING	ENDING		
[REDACTED]				\$
OTHER DEBTS AND OTHER EDUCATIONAL LOANS NAME OF LENDER			DATE OF LOAN	UNPAID BALANCE
GSL - Chemical	Bank		9/1/79	\$ 5,000
GSL - Chemical	Bank		5/4/81	\$ 7,500
[REDACTED]				\$

ADDITIONAL INFORMATION (If necessary)

## REPAYMENT OBLIGATION (VARIABLE RATE)

FILE COPY

## LOAN SERVICING CENTER

LOAN SERVICING CENTER  
P.O. BOX 10600 HERNDON, VIRGINIA 22116 (703) 471-6611

02/21/17/9

CHIASCIONE RUBERTA M  
P.O. BOX 557  
YAKES, NY 10703

This is the schedule for the repayment of your variable-rate Health Education Assistance student loan(s) owned by the  
STUDENT LOAN MARKETING ASSOCIATION (the "Lender") and a disclosure of finance charges related to these loan(s).

LOANS TO WHICH THIS REPAYMENT OBLIGATION IS APPLICABLE					
LOAN DATE	ORIGINAL LOAN AMOUNT	LOAN DATE	ORIGINAL LOAN AMOUNT	LOAN DATE	ORIGINAL LOAN AMOUNT
09/13/82	10,000.00	09/12/84	10,000.00	02/08/84	10,000.00
10/12/84	10,000.00	02/28/85	7,500.00		

Installments of principal may be deferred if you qualify for one of the deferment conditions listed on the statements of Rights and Responsibilities printed on the reverse side of this form. You must provide proper documentation to the Lender to support any deferment status.

Since the loan(s) bear(s) simple interest, early payments of installments will result in faster amortization of the loan principal and thus reduced interest charges over the term of the repayment period. Installments are credited to accrued interest and outstanding principal, in that order, as of the day installments are received. An overpayment of less than \$5.00 calculated after receipt of the final installment may not be refunded.

ANNUAL PERCENTAGE RATE: The cost of the credit as a yearly rate 11.500%		FINANCE CHARGE: The dollar amount the credit will cost \$152,244.46	Amount Financed: The amount of credit provided to you or on your behalf \$82,605.54	Total of Payments: The amount that will be paid after all payments have been made as scheduled 5234910.80	
REPAYMENT SCHEDULE					
NO. OF PAYMENTS	AMOUNT OF PAYMENTS	DEBUT MONTHLY BEGINNING	NO. OF PAYMENTS	AMOUNT OF PAYMENTS	DEBUT MONTHLY BEGINNING
274	\$854.23	09/23/83	1	\$854.23	02/28/85

Variable Rate: The ANNUAL PERCENTAGE RATE may increase (or decrease) during the term of this transaction if the index to the average of the bond equivalent rates reported for ninety-one day U.S. Treasury Bills auctioned during the preceding quarter increases (or decreases) as determined by the interest calculation formula set forth in your Promissory Note(s). The rate will not change more than once every calendar quarter. Any increase in the rate will, at the option of the Lender, take the form of higher regular payments, more payments of the same amount, or a larger amount due at maturity. For example, should the lender exercise the option to raise the regular payments, if your loan was for \$10,000 at 10% for 20 years and the rate increased to 11% in a quarter, your regular monthly payments would increase by \$6.72 during the following quarter.

PREPAYMENT: If you pay off all or part of this obligation early, you will not have to pay a penalty.

LATE CHARGE: If a payment is late, you may be charged 5% of the payment.  
NOTE: Please see your Promissory Note(s) for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties.

The ANNUAL PERCENTAGE RATE (APR) is a variable rate, subject to increase or decrease. The rate will increase (or decrease) if the average of the bond equivalent rates for ninety-one day U.S. Treasury Bills increases (or decreases). The amount disclosed above is the APR in effect at the time this repayment obligation was prepared. The FINANCE CHARGE and the Total of Payments disclosed are based on the APR as disclosed above.

All payments for the repayment period are due on the same day of the month as the initial payment. If a payment is not made as scheduled (e.g., if you are late in making a payment or if you are entitled to a deferment), or if under applicable law payments should have commenced on a date other than as listed in the repayment schedule, the Lender will adjust the repayment schedule and, if permitted by law, may capitalize unpaid accrued interest.

Your obligation to repay is subject to the terms and conditions of the Promissory Note(s) you executed and will be interpreted in light of the provisions of the Public Health Services Act (42 U.S.C. 284-2841) and Federal Regulations issued thereunder (45 C.F.R. Part 126).

WARNING: Any person who knowingly makes a false statement or misrepresentation in a HEAL transaction, bribes or attempts to bribe a Federal official, fraudulently obtains a HEAL loan or commits any other illegal action in connection with a HEAL loan is subject to a fine or imprisonment under Federal statute.

I RECEIVED A COPY OF THE REPAYMENT OBLIGATION

DATE

SIGNATURE OF BORROWER

CITY STATE ZIP

ITEMIZATION OF AMOUNT FINANCED	
A OUTSTANDING PRINCIPAL	\$71,746.42
B ACCRUED UNPAID INTEREST	\$4,399.12
C ADDED UNPAID INTEREST	
D NOT TO BE CAPITALIZED	
TOTAL (A+B+C)	\$82,605.54

Check here if this is a new address

PERMANENT ADDRESS



## DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

Program Support Center

Debt Collection Center

**CERTIFICATE OF INDEBTEDNESS**  
***Health Education Assistance Loan***

**Roberta M. Chiascione**  
**55 Hughes Terrace**  
**Yonkers, NY 10701**

Total debt due United States as of February 05, 2019: \$145,972.96 (principal \$142,311.84; interest \$3,661.12).

I certify that the Department of Health and Human Services' (HHS) records show that the named individual is indebted to the United States in the amount stated above. Interest is computed at a variable rate and adjusted quarterly. Interest is currently accruing at the rate of 5.5% per annum; and \$21.44 per day. Due to the compounding of interest, the current principal amount is greater than the original amount borrowed.

The claim arose in connection with Health Education Assistance Loan(s) made by a private lender and assigned to the United States.

Ms. Chiascione applied for and was granted the following Health Education Assistance Loans (HEAL), Section 701-720 of the Public Health Service Act (42 U.S.C. 292).

<u>Date of Promissory Note</u>	<u>Amount of Promissory Note</u>	<u>Amount Disbursed</u>	<u>Date Disbursed</u>
08/12/82	\$10,000.00	\$10,000.00	09/13/82
08/05/83	\$10,000.00	\$10,000.00	09/12/83
01/12/84	\$10,000.00	\$10,000.00	02/08/84
08/12/84	\$10,000.00	\$10,000.00	10/12/84
01/30/85	\$7,500.00	\$7,500.00	02/22/85

Ms. Chiascione signed promissory notes agreeing to repay the loans beginning the first day of the tenth month after ceasing to be a full-time student or completing a residency program. Between June 9, 1989, and December 23, 2005, she made payments to the lender totaling \$ 133,233.29.

**PAGE 2 - CERTIFICATE OF INDEBTEDNESS - ROBERTA M. CHIASCIONE**

Due to her failure to continue making payments she was placed in default and an insurance claim was filed with the United States. The amount due was \$101,635.00. The lender's claim was paid by the United States on August 07, 2008, and an assignment of the notes was received.

HHS notified Ms. Chiascione by letter dated August 26, 2008, that the previous holder of the HEAL promissory notes placed her in default and assigned the notes to the U.S. Government.

In a letter dated October 31, 2008, she was advised that her account had been referred to a private collection agency. She was notified that the account would be referred to DOJ for enforced collection unless HHS received payment in full or a repayment agreement (RA) was concluded.

By letter dated December 04, 2008, she was advised that her account was delinquent. She was notified of HHS' intent to refer her debt to other Federal agencies for the purpose of administrative offset, which may include Federal tax refund offset, salary offset, wage garnishment, and other Federal or State Agencies payments. She was advised that paying the debt in full or entering into an RA would terminate administrative offset.

Additional notifications and demand letters regarding the indebtedness were sent on the following dates: February 23, 2010 and February 24, 2010.

In a letter dated February 09, 2016, Ms. Chiascione was sent instructions for entering into a RA. She was notified that unless payment in full or a fully documented RA was received within 30 days, the case would be referred to DOJ for enforced collection. She did not comply.

To date, she has not made any payments to the United States.

Repeated attempts by HHS have been unsuccessful in establishing an acceptable repayment agreement.

**CERTIFICATION:** Pursuant to 28 U.S.C. 1746, I certify under penalty of perjury that the foregoing is true and correct.

4/25/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Melodie R. Sanders  
Chief, Debt Referral Section  
Program Support Center  
U.S. Department of Health and Human Services